



355 F.D. Roosevelt Ave.  
Hato Rey, PR 00918

PO Box 362350  
San Juan, PR 00936-2350

Phone 787.758.4747



January 24, 2013

Sra. Denise Zeno  
**US Environmental Protection Agency**  
290 Broadway  
New York, NY 10007

Dear Mrs. Zeno:

***Driveway & Parking Area of  
Project T-0962-0-70 & 1-78  
Cabo Rojo, Puerto Rico***

We refer to your request, on behalf of the **US Environmental Protection Agency** (EPA) for our authorization to enter the above referenced property, located in Cabo Rojo, Puerto Rico.

Please be advised that we hereby grant EPA such Permit to Enter said Property under the following terms and conditions:

1. **Term** – Beginning on February 1, 2013 and ending on June 30, 2013.
2. **Insurance** – During the term hereof, EPA shall provide and keep in force the insurance policies for the benefit of PRIDCO according to such risks, terms and conditions as specified in Attachment "A" of this permit. The words Tenant, Landlord and Lease Contract included in said Attachment "A" are hereby substituted for EPA, PRIDCO and Permit to Enter, respectively.
3. **Use of the Property** – The Property shall be delivered in its present condition in coordination with PRIDCO'S Real Estate Area and shall be used to establish a staging area as part of an investigation in the National Priority List. Under no circumstances EPA shall have access to the interior of building T-0962-0-70 & 1-78.
4. **Maintenance** – During the term of this permit EPA shall keep and maintain the Property in good, order and condition. Upon termination of this permit, the Property shall be delivered to PRIDCO in substantially the same condition, reasonable wear and tear excepted, as the property is received from PRIDCO.

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5. Any damages to the Property during the duration of this permit, arising as a result of IAS'S occupation and use of the Property, shall be repaired by EPA its own cost and expense.
6. EPA shall indemnify and hold PRIDCO harmless from any and against all suits, claims and complaints of any kind and nature resulting or related to the use of the Property by EPA, its agents, contractors and/or employees.
7. EPA shall make no alterations, additions or improvements to the Property without the prior written consent of PRIDCO, which consent shall not be unreasonably withheld or delayed. All such alterations, additions or improvements made by or for EPA shall be at EPA own cost and expense and shall be made according to PRIDCO present requirements, regulations or conditions, as reasonably required by PRIDCO.
8. PRIDCO reserves the right to inspect the Property during the term of this permit and further to cancel this permit whenever it may deemed necessary.
9. EPA agrees and undertakes to take such steps and install such equipment as may be necessary to prevent that any hazard or noise which may be created by its activities may in any way or manner affect the operations of other industries and therefore EPA hereby releases and holds PRIDCO harmless from any and all claims or complaints arising therefore or in connection therewith.
10. EPA agrees and undertakes to abide by and comply with any permits, rules, regulation and/or requisites of the Planning Board of Puerto Rico, the Health Department, The Environmental Quality Board, the Environmental Protection Agency, the Aqueduct and Sewer Authority, the Fire Department, the Permits and Regulations Administration or any other Agency, whether local or federal, having jurisdiction therein, applicable to the intended use of the Property and if requested by PRIDCO shall submit evidence of such compliance, it being agreed and understood that non-compliance with any and all of such permits, rules, regulations or requirements shall be deemed and event of default under the provisions of the permit, for which reason it could be immediately revoked.
11. Upon termination of this permit, whether by expiration of its term or otherwise, any equipment or materials shall be removed by EPA at its own cost and expense if so required by PRIDCO.



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12. In the event that PRIDCO requires the delivery of the Property herein, PRIDCO shall give EPA fifteen (15) days prior written notice via certified mail. EPA shall deliver the Property no later than fifteen (15) days after receiving the above mentioned certified notice.

Please have the enclosed copy of this permit signed by an authorized officer and return the same to us at the earliest possible time.

Cordially,

  
Héctor R. Solá  
Director  
Real Estate Strategic Development Office  
  
GMC/ar

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

S.S.P. # \_\_\_\_\_

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## ANNEX A

**Insurance:** During the Term of this Lease Agreement, Tenant shall maintain in force the following insurance policies:

- A. Commercial general liability, including contractual liability, with limits of not less than \$1,000,000 for bodily injury (including death) and \$1,000,000 for property damage per occurrence, which will insure Tenant against an claim for accidents in or around the Leased Premises due to use or occupation of the Leased Premises by Tenant. This insurance shall include Landlord and its agents, officers, directors and employees as additional insured, and said policy shall include a "fire legal liability" endorsement.

**Indemnification** – Tenant shall defend, indemnify and hold harmless Landlord, its directors, officers, employees, invitees, representatives, successors and assignees of liability from any loss, claim, fine, penalty, attachment, action or complaint of any type or kind, including any incidental expense or cost (including, but not limited to, defense costs, settlement and attorney fees) in relation to or as a consequence of any damage to a third party (including death), or any damage, loss or destruction of any third party's property,

1. In or around the Leased Premises due to any act or omission of the Tenant or any of its employees (whether or not said act is within the scope of employee's job), agents, authorized persons, visitors, successors or assignees, or caused wholly or in part by any act or omission of any of the former or
2. Due to the use or occupation of the Leased Premises by Tenant, its agents, employees, invitees, or visitors;
  - (ii) violation of any federal or state law or regulation, or municipal ordinance, or of any judicial or administrative order, as a direct indirect consequence of the use or occupation of the Leased Premises by Tenant;
  - (iii) or due to breach of any of the obligations under this Lease Agreement. The provisions of this Article shall survive and remain in full force after the expiration of the Term or the termination of this Lease Agreement.